

Revised January 1, 2020

## Deserve Electronic Consent Policy

Under the [federal E-SIGN Act](#) , with your consent, Deserve (hereinafter also “We” “Us” or “Company”) can deliver information and required disclosures to you electronically (“electronic communication”) and can use electronic records and electronic signatures in connection with your transactions with us.

Deserve’s program is focused on web-based efficiencies. It does not offer a non-electronic application process (e.g., paper or by telephone). Therefore, please review the terms of this Electronic Consent Policy prior to giving your consent, and retain a copy of this document, as well as all other electronic communication for your records.

By clicking the “I Accept” box, you are providing consent for Deserve to provide information including required disclosures to you electronically. This consent for electronic communication delivery applies to all required disclosures regarding the application process and, if your application is approved, a credit card account and other services you have with us during a customer relationship. Your consent is effective until withdrawn by you.

**Agreeing to accept information and disclosures electronically means that once we present them to you, and, if required, that you accept them, they will apply to you and your account with us.**

To better understand this and related issues, below we provide additional information on consent and effect of withdrawal; our Privacy Notice and opting-out/limiting receipt of certain information.

You agree that we may contact you using any technology and methods of our choice. This includes using an automated telephone dialing system or other similar system to contact

you by email, text message, device-level notification, or other electronic notification method supported by the software you use to access your Account. We may use any telephone numbers (including wireless, landline and voice over IP numbers) or email addresses that you give to us. You understand and agree that anyone with access to your telephone, email account or computer may listen to or read the messages that we leave or send you. You agree that we will not be liable for any charges that you incur in connection with emails, text messages, device level notifications or other communications that we or our agents and representatives send to you.

In order to proceed with the application process you must consent to electronic delivery of information and disclosures. If you do not want to consent to electronic delivery of information/disclosures, you will not be able to proceed with the application process. This consent applies to all documents made available as part of the customer relationship, and can include, but is not limited to:

- Disclosures or notifications required under applicable laws and regulations
- Periodic statements
- Consents
- Policies
- Changes in terms
- Adverse action or approval notices
- Application status notices, including updates and requests for application documentation
- USA PATRIOT Act Notice
- General Information
- Website and Application Terms of Use
- Deserve Card Products Terms and Conditions (Cardholder Agreements)
- AutoPay Notice (A credit card payment feature.)
- Privacy Policy and Privacy Notice

We reserve the right to send Disclosures and other information to you in paper form, but doing so will not negate your consent herein or require us to send paper documents at any

other time in the future.

### **Updating Your Contact Information**

To ensure that you receive and have access to electronic information, you will need to keep your contact information (email address, phone number, physical address, and any other information necessary to contact you) current with us.

To update your contact information, please call us at (800) 316-7258 or log on to your account and follow the procedures indicated in your account settings. **If you do not update/maintain your contact information, thus possibly precluding Deserve from communicating with you, you agree not to hold Deserve liable for any loss or damage that may result.**

In order to agree to this Consent Statement and receive electronic communications, you must provide and maintain with us with a valid and working email address for yourself. This email address is referred to as the "Servicing Email Address." You agree that we may use the email address you have provided us for use with the Card as the Servicing Email Address for that Card. You agree that the email address we use as the Servicing Email Address will at all times be a valid and working address, and that you will provide us with a new email address to use as the Servicing Email Address if you cease using the email address previously designated as the Servicing Email Address or if you learn it no longer properly operates or if you can no longer access it. Additionally, you agree that if the Servicing Email Address most-recently provided to Deserve does not appear to be valid or working, we may contact you via legally permissible means (including via mail to the physical address and phone call to the telephone number(s) you have provided to us to request update of the Servicing Email Address. We reserve the right to suspend or terminate your Card in the event that the Servicing Email Address ceases to be a valid or working email address. If at any time the Servicing Email Address is an address shared with another person or entity, you agree that the Company may attribute to you receipt of any electronic communications sent to that email address even if another person receives them, does not provide you with notice about them, or deletes them. You agree to instruct

any person who shares or has access to the Servicing Email Address to promptly show you electronic communications sent to that email address.

### **Withdrawal of Consent and Opt-Out of Marketing Information**

You can withdraw your consent to electronic delivery at any time after your card application, but doing so will not affect the legal effectiveness, validity or enforceability of the electronic information/documents that were provided to you before your withdrawal became effective. If you wish to withdraw your consent, you may do so by calling us at (800) 316-7258. You will need to provide your full name, resident address, email address, and phone number associated with your application or account.

The Company will not impose a fee to process the withdrawal of your consent to receive electronic communications. Any withdrawal of your consent to receive electronic communications will be effective only after the Company has had a reasonable period of time in which to process your withdrawal request. If you choose to withdraw consent, the option to electronically download documents and records from the website in addition to receiving statements and notice via USPS shall remain.

Should you decide to withdraw your consent after beginning the application process and before a decision on the application can be made (e.g., not completing the application process or not submitting all required documentation/information to complete your application), you agree to allow us to maintain your email address for the purpose of forwarding any required decision and notice. For example, federal regulations require that financial institutions, such as Deserve, provide applicants with a decision on a credit lending application within 30 days of receiving a completed application. A withdrawal of your consent may result in adverse action on an application or account you have with us, inability to use or access certain Company products, features, or services, and other outcomes set forth in your cardholder agreement.

At times, we may forward marketing information. You may opt-out of receiving marketing information at any time. However, as noted in the preceding paragraph, we may still

maintain your email address or other contact information in order to forward required notices (e.g., regulatory-required or transactional-type notices) from time to time. Please see our Privacy Notice on sharing or limiting information and our Privacy Policy, offering related information; both also located on our website.

### **Amendments**

Deserve reserves the right to amend and update this Policy at any time, with or without notice to you. However, if changes are material or affect your ability to access your account information, we will notify you by electronic or other means.

### **Retaining Your Documents**

You will need a printer or long-term computer or other storage device to retain the Disclosures we provide during the application process and customer relationship period, if approved. As a back-up, we encourage you to print or save the Disclosures for your records and future reference.

### **Hardware and Software System Requirements**

As noted above, electronic communications will be provided throughout the Application and customer relationship period, if your application is approved. Given that you have access to this and other documents, application, forms, and pages via the Internet, it is likely that you are already using the necessary hardware and software needed to meet access requirements.

To consent to this Policy and receive information and disclosures, you will need the following:

- A computing device such as a desktop, laptop, tablet, mobile phone or similar computing device
- A connection to the internet with a modem or other method of access (e.g. public access)
- A contract with an Internet Service Provider (“ISP”) in order to connect to the

internet

- Internet browser software such as Mozilla Firefox, Google Chrome, or Apple Safari to access these Disclosures

Your internet browser software must be able to use 256-bit encryption to enable Secure Sockets Layer (SSL) Adobe® Acrobat Reader® 4.0 or higher (or another program providing similar functionality) is required to open and/or save a portable document format (PDF).

To confirm that you can access a document in a PDF format, please [click here](#).

If you cannot access the document, you need to obtain the necessary Adobe software that can be downloaded at no cost on Adobe's website at [this link](#). If you click on this link, another browser window will open and you will be directed to Adobe's website.

If you ever have trouble accessing, receiving, or retaining electronic communications, check the Systems Requirements above or contact us at [hello@deserve.com](mailto:hello@deserve.com).

### **Your Consent**

You confirm all of the following to us: (1) the computing, mobile, or other communications device(s) you use to receive and access electronic communications meet(s) the requirements in the "Hardware and Software System Requirements" section above; (2) you have the ability to access a PDF document using such a device; (3) you meet, and during the time this Consent Statement is in effect, you will continue to meet, the Servicing Email Address requirements set forth in the "Servicing Email Address" section above; and (4) that we will send you legally required notices and communications in electronic and not paper form with respect to your Deserve card, except as we reserve the right to send you legal notices and other communications in paper form as set forth in this Consent Statement.